elements of a contract are necessary. *Estate of Lennig*, 182 Pa. 485, 38 Atl. 466. Since equitable jurisdiction over contracts is concurrent, it seems desirable to follow legal analogy instead of creating a new property interest in order to make possible a present equitable transfer. Indeed, it is well established that an expectancy does not pass to a bankrupt's trustee. *Moth* v. *Frome*, 1 Ambl. 394; *In re Inkson's Trusts*, 21 Beav. 310. By a third view, the assignment may be treated as a grant of power to receive the after-acquired property. See WILLISTON, SALES, § 132. Such power would survive the discharge in bankruptcy. *Hayes* v. *Pike*, 17 N. H. 564; *Stedman* v. *Gassett*, 18 Vt. 346. In the principal case the court adopted the first theory. The right of the assignee of the expectancy after the assignor's bankruptcy would also be protected even though the assignment is regarded as merely an executory contract. For a discharge in bankruptcy does not extinguish a debt. *Fletcher* v. *Neally*, 20 N. H. 464; *Champion* v. *Buckingham*, 165 Mass. 76, 42 N. E. 498. Consequently it does not prevent the enforcement of a security. *Moody* v. *Webster*, 20 Mass. 424; *Paxton* v. *Scott*, 66 Neb. 385, 92 N. W. 611. Likewise it should not impair an agreement for security, which is otherwise valid and not dischargeable in itself. *Mallin* v. *Wenham*, 209 Ill. 252, 70 N. E. 564; *Citizens' Loan Association* v. *Boston & Maine R. Co.*, 196 Mass. 528, 82 N. E. 696. *Contra*, *In re West*, 128 Fed. 205; *In re Home Discount Company*, 147 Fed. 538. Apart from the debt, the contract liability, being subject to a condition precedent, was not even provable. BANKRUPTCY ACT OF 1898, § 63; *In re Ellis*, 143 Fed. 103. Only provable claims are discharged. BANKRUPTCY ACT OF 1898, § 17. Furthermore, it is not the policy of the Bankruptcy Act to affect a specific duty of the debtor, particularly when that duty serves as a security. See BANKRUPTCY ACT OF 1898, §§ 17, 63, 67 d.

CONFLICT OF LAWS — RECOGNITION OF FOREIGN PENAL LAWS. — A statute in Colorado provided that the directors of a corporation should be liable for the debts of the corporation, if they failed to file a report of its condition. *Held*, that the liability created by the statute will be enforced in Kansas. *The Great Western Machine Co.* v. *Smith*, 124 Pac. 414 (Kan.). See NOTES, p. 172.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — CRUEL PUNISHMENT. — A Washington statute provided that in cases of conviction for statutory rape and certain other crimes the court might direct that an operation be performed for the prevention of procreation. In pursuance of this provision the trial judge ordered that the operation known as vasectomy be performed on the defendant. The state constitution forbade the infliction of cruel punishments. *Held*, that the operation is not a cruel punishment. *State* v. *Feilen*, 126 Pac. 75 (Wash.). See NOTES, p. 163.

CORPORATIONS — TORTS — LIABILITY FOR AGENT'S SLANDER. — A department manager acting in the course and scope of his employment publicly accused an employee of stealing. No specific authorization or ratification was shown. *Held*, that the corporation is not liable. *Steward Dry Goods Co.* v. *Heuchtker*, 146 S. W. 423 (Ky.).

Salesmen of the defendant corporation acting in the course and scope of their employment injured the plaintiff's business by stating that his oil would not meet statutory tests, and that he and his customers could be indicted for selling it. There was no specific authorization or ratification. *Held*, that the corporation is liable. *Waters-Pierce Oil Co.* v. *Bridwell*, 147 S. W. 64 (Ark.).

Early decisions held that a corporation was not liable for its agents' libel or slander. *Childs* v. *Bank of Missouri*, 17 Mo. 213. But these decisions

are now discredited. *Behre* v. *National Cash Register Co.*, 100 Ga. 213, 27 S. E. 986; *Hypes* v. *Southern Ry. Co.*, 82 S. C. 315, 64 S. E. 395. The principal cases merely differ as to the circumstances under which a corporation incurs liability for slander. By general principles a corporation should be liable for an agent's acts in the course and scope of the employment. *Hussey* v. *Norfolk Southern R. Co.*, 98 N. C. 34, 3 S. E. 923. See *Goodspeed* v. *East Haddam Bank*, 22 Conn. 530, 538. This is the basis of liability in deceit and libel. *Barwick* v. *English Joint Stock Bank*, L. R. 2 Exch. 259; *Citizens' Life Assurance Co.* v. *Brown*, [1904] A. C. 423. Yet most courts require slander to be authorized or ratified, arguing that slander is an act of personal malice, for which usually the speaker alone should be liable. *Redditt* v. *Singer Mfg. Co.*, 124 N. C. 100, 32 S. E. 392; *Singer Mfg. Co.* v. *Taylor*, 150 Ala. 574, 43 So. 210. But slander does not seem to differ so materially from libel as to require a different rule. *Rivers* v. *Yazoo & Mississippi R. Co.*, 90 Miss. 196, 43 So. 471. Moreover, the malicious and wilful nature of an act should on principle be quite immaterial, unless malice proves to be the agent's sole motive to the exclusion of any intention to act for the master in the course of the employment. *Mott* v. *Consumers' Ice Co.*, 73 N. Y. 543; *Howe* v. *Newmarch*, 94 Mass. 49. Recent decisions tend to fix the corporation's liability by the more logical rule of the Arkansas case. *Stewart* v. *New South Wales Country Press Co.*, 12 N. S. Wales, 171; *Hypes* v. *Southern Ry. Co.*, *supra*. A similar tendency is noticeable in actions against a corporation for malicious prosecution. *Fetty* v. *Huntington Loan Co.*, 74 S. E. 956 (W. Va.).

COVENANTS OF TITLE — COVENANT AGAINST INCUMBRANCES — WHETHER CAUSE OF ACTION CONCLUDED BY FORMER RECOVERY. — The plaintiff, after paying off incumbrances on property conveyed, sued for breach of a covenant against incumbrances. The defendant set up a former recovery of nominal damages before the incumbrance had been paid off. *Held*, that such former recovery is no bar to the present action. *Harsin* v. *Oman*, 123 Pac. 1 (Wash.).

A second recovery on the same facts depends on the accrual of a subsequent obligation which could not have been litigated in the previous suit. *McEvoy* v. *Bock*, 37 Minn. 402, 34 N. W. 740. See BLACK, JUDGMENTS, 2 ed., 747. The decision in the principal case is thus indisputable if the agreement is construed as a continuing covenant to indemnify. *Beach* v. *Crain*, 2 N. Y. 86; *Orendorff* v. *Utz*, 48 Md. 298. The measure of damages suggests a similarity to indemnity agreements, for the amount recoverable is assessed in proportion to the actual expense incurred by the obligee in paying off the incumbrance, and material damages are not allowed where no loss has yet resulted. *Eaton* v. *Lyman*, 30 Wis. 41. This rule, however, is merely to preclude double liability in case of action by the holder of the incumbrance claim against the original covenantor. *Delavergne* v. *Norris*, 7 Johns. (N. Y.) 358. If the covenant is regarded as an agreement to indemnify, no right of action can vest until the covenantee has suffered damage. *Abeles* v. *Cohen*, 8 Kan. 180. In approving the previous allowing of nominal damages, therefore, the principal case treats the covenant as broken when made. To allow a subsequent recovery, as if on a continuing promise to indemnify, seems clearly inconsistent. *Taylor* v. *Heitz*, 87 Mo. 660.

DEEDS — CONDITIONS — ASSIGNMENT OF RIGHT OF ENTRY TO CO-HEIR. — Land was deeded to the defendant on condition that if it were used for other than church purposes it should revert. After breach of the condition three of the heirs of the grantor assigned their rights of entry to their co-heir, who sued for the entire property. *Held*, that he may recover. *Southwick* v. *New York Christian Missionary Society*, 151 N. Y. App. Div. 116, 135 N. Y. Supp. 392.

At common law a right of entry was not assignable, the reasons being that